

AGREEMENT

THIS AGREEMENT dated this 13th day of July, 2004, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County" and PBS&J, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure duly qualified personnel for these services, the County has sought and received competitive proposals from contractors for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide professional engineering and consulting services as specified in Exhibit A.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME

This Agreement shall be in effect from July 13, 2004 until completion or termination of the project as determined by the County. The County and Consultant will determine and put in writing a time line for each Part of the project in advance of any work being performed. Any tasks assigned within the time period for any Phase of the work but not completed in a timely manner shall continue until completion under all terms and conditions of this agreement. All work to be performed under Part A, Study and Report Phase, shall be completed no later than December 31, 2004.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County the sum of \$99,183.00 for Part A, the Study and Report Phase. Payment for subsequent Phases B through F, if authorized by the County, will be determined in negotiations between the Consultant and the County and agreed upon in writing prior to commencement of any work on each respective Phase.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services. Each invoice shall be accompanied by a report of Minority/Women-owned Business Enterprise participation.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

A. PROFESSIONAL LIABILITY:

Contractor shall carry professional liability insurance of the types necessary to protect the Firm from any professional liability arising under this agreement with a minimum \$1,000,000 liability limit. The deductible shall not exceed \$25,000 and, if greater than \$1,000, must be guaranteed by Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this agreement shall be maintained in force from the date of the contract until a date at least one (1) year following the actual completion of the provision of any services under the terms of this agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty days notice in writing to the County prior to cancellation, expiration, or non-renewal

B. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured will suffice.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as

Additional Insured).

- 1) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - 2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - 4) The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **All Coverages.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
4. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
  5. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.  
  
*Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*
  6. **Subcontractors.** Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The County shall pay for all necessary permits as required by law, except those permits necessary in the conduct of the Contractor's business.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of a project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

12. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- c. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

14. CONTRACTOR'S RESPONSIBILITY

It shall be the sole responsibility of the Contractor to comply with all applicable Federal, State, County and City, statutes, ordinances, rules and regulations in the performance of the contractor's obligations under this agreement.

15. COUNTY MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) POLICY

The Contractor recognizes that it is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority/Women-owned Business Enterprise Program. This program shall:

- A. Eliminate any policies and/or procedural barriers that inhibit Minority/Women-Owned Business Enterprise (M/WBE) participation in our procurement process.
- B. Established goals designed to increase M/WBE utilization.
- C. Provide increased levels of information and assistance available to M/WBEs.
- D. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

Further, Contractor recognizes that the County has established goals for minority participation in all procurement activities for goods and services and that it is the goal for this agreement for the Consultant to meet or exceed a M/WBE participation level of 15.5%. In order to achieve this goal, the County will actively work with the Consultant to identify and involve M/WBEs in each job assignment made. The Consultant will be responsible for securing and contracting for all M/WBE participation. The County fully recognizes that each task will have varying levels of M/WBE participation, while the overall services to be provided through the term of the contract must meet or exceed the goal for M/WBE participation.

Contractor shall prepare a monthly report of participation by M/WBEs to be attached to the invoice for services and a copy submitted to the Minority Business Enterprise Office.

16. CONSTRUCTION

The validity, construction, and effect of this Contract shall be governed by the laws of the State of Florida.

17. TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

19. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

**AGREEMENT BETWEEN LEON COUNTY AND PBS&J**  
**BC-02-12-04-23**

ATTACHMENT # 1  
PAGE 7 OF 15

WHERETO, the parties have set their hands and seals effective the date whereon the last party executives this Agreement.

**CONTRACTOR**

WITNESS: \_\_\_\_\_ BY: \_\_\_\_\_  
President

WITNESS: \_\_\_\_\_ DATE \_\_\_\_\_

**(CORPORATE SEAL)**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation.  
(State or place of incorporation)

He/she is personally known to me or has produced \_\_\_\_\_ as  
identification. (type of identification)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

**AGREEMENT BETWEEN LEON COUNTY AND PBS&J**  
**BC-02-12-04-23**

ATTACHMENT # 1  
PAGE 6 OF 15

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jane G. Sauls, Chairman  
Board of County Commissioners

DATE: \_\_\_\_\_

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney



**Scope of Services  
Engineering Design Services  
Municipal Sewer System and Other Improvements  
Killearn Lakes Units 1 and 2**

**Base Project:**

Leon County (the County) proposes to construct a project to provide a municipal grade sewage collection system for the residential subdivisions known as Killearn Lakes Units 1 and 2 and to provide for the conveyance of the collected sewage flows to a treatment facility owned and operated by a local sewer utility provider (Provider). Further, the County proposes to negotiate an agreement with a Provider to own and operate said sewage collection system and to provide treatment and disposal services in support of the completed collection system. During the development of the design and construction documents for the sewage collection system, the County proposes to consider including such stormwater improvements as are reasonable as a part of the construction of the sewage collection system (the Project).

The County may, at a later time, determine that the residential subdivision known as Killearn Lakes Unit 4 should be included as a part of the Project.

The County must make a determination as to the feasibility of the Project prior to completion of the Design Services contemplated herein. The County's determination will be made on completion of the Study and Report Phase services by the Consultant. If the County determines that the project is not feasible due to funding limitations or other considerations, the County will terminate this agreement with the Consultant at the conclusion of the Study and Report Phase. Consultant's fees for the Study and Report Phase will therefore be considered sufficient in the event of such termination.

It is the County's intent that the following design criteria be considered as a part of the development of the design for the Project:

Collection System The project design shall include the evaluation of all available treatment collection technologies such that a collection system is designed that will have the least possible negative impacts to the environmental features of the project area. Such technologies may include, but are not limited to: gravity systems; vacuum systems; low pressure systems; or other. It is anticipated that the final system design may include all such technologies such that gravity systems are used where environmental damages are minimal, vacuum systems are used where environmental damages would otherwise be significant and low pressure systems may be used to facilitate the project timetable but could be replaced with another system type at a later date.

Municipal Grade System A Municipal Grade System is defined for this project's purposes to be one where the homeowner's sewer outfall extends to a collection point at or near their property line at which point the connection is made to the utility provider's system and the utility provider assumes full responsibility for the safe collection, conveyance, treatment and disposal of the sewage flows from the homeowner's home. Gravity collection systems are typical of Municipal Grade Systems. The homeowner shall have no responsibility for the maintenance of any system appurtenances other than the outfall pipeline from the home to the connection point.

Stormwater Improvements The data and other information developed as a part of the design of the Base Project and include the design of a stormwater collection and conveyance system as a part of the Base Project construction documents. It is anticipated that the design of the sewage collection system will evaluate the topography and basins within the project area which will yield information usable for stormwater design. The construction of stormwater facilities can then be incorporated into the Base Project to replace the existing sheet flow drainage system. It is anticipated that this design element may not result in a comprehensive drainage system but may, instead, result in the identification and construction of trunk outfalls to which future drainage systems serving denser residential areas can connect.

**Scope of Services  
Engineering Design Services  
Municipal Sewer System and Other Improvements  
Killearn Lakes Units 1 and 2**

**Scope of Services**

The Consultant shall provide all necessary professional, technical and design services necessary to provide such drawings, plans, specifications, permits and other documents as may be necessary for the Project.

The COUNTY shall designate a person to act as COUNTY's representative with respect to coordinating the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions. COUNTY shall pay all filing and approval or permit fees, printing costs for approvals and or permits.

**A. Study and Report Phase**

Upon written authorization from the County, the Consultant shall:

1. Consult with the County to further define and clarify the County's requirements for the Project and to obtain from the County any relevant information to which the Consultant may refer or utilize during design.
2. Advise the County as to the necessity of having additional services performed which are not included in the Consultant's contract. Additional Services must be authorized by COUNTY in writing, in which event Consultant shall perform such services in connection with the Project. Any Additional Services shall be set forth in an amendment to this Agreement, which shall be executed by both parties and which shall be governed by the terms of this Agreement. Services authorized by COUNTY other than those specifically listed above shall be considered additional services. Additional services during the Study and Report Phase may include but are not necessarily limited to the following items:
  - 2.1 Field Surveys.
  - 2.2 Detailed lot surveys for individual sewer lateral installation.
  - 2.3 Design of system.
  - 2.4 Providing services to investigate existing conditions or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by COUNTY.
  - 2.5 Services during construction.
  - 2.6 Preparing documents for out-of-sequence services requested by COUNTY.
  - 2.7 Public information program.
  - 2.8 Making revisions in drawings, specifications, or other documents, when such revisions are inconsistent with written approvals or instructions previously given, and are due to circumstances beyond the control of PBS&J.
  - 2.9 Providing services of professional consultants (i.e., Electrical, Geotechnical, MEP, Structural, Surveying, Urban Forester, etc.) other than those specifically listed.
  - 2.10 Habitat Management Plan if required by COUNTY.
  - 2.11 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration, or legal proceeding.
  - 2.12 Legal Services

**Scope of Services  
Engineering Design Services  
Municipal Sewer System and Other Improvements  
Killearn Lakes Units 1 and 2**

ATTACHMENT # 1  
PAGE 11 OF 15

- 2.13 Right-of-way and/or easement acquisition or related services.
- 2.14 Comprehensive stormwater evaluation and/or master stormwater plan.
- 2.15 Design of transmission of sanitary sewerage to points not adjacent to Units 1&2.
- 3. Identify, consult with and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed by the Consultant.
  - 3.1 Identify all governmental authorities having jurisdiction to review and approve the PROJECT. It is anticipated that the agencies having authority are FDEP (Wastewater and Stormwater Divisions), ACOE, Leon Public Works, and Leon Growth Management, Killearn Lakes Plantation Homeowner's Association (KLPHA).
  - 3.2 Consultant shall meet with each authority to identify, establish, and review specific permitting requirements for the study, design, and construction of the PROJECT.
- 4. Identify, consult with and analyze requirements of local utility providers that may have participation in the Project. The Consultant shall facilitate and coordinate negotiations between Leon County and the potential utility providers and provide technical evaluations and advice to insure that the Project requirements for treatment, disposal, and collection system operation are met.
  - 4.1 Consultant will identify local utility service providers that are capable to serve the PROJECT. It is anticipated that Talquin Electric Cooperative and the City of Tallahassee are the two primary candidates for providing utility service for the PROJECT.
  - 4.2 Utility Provider Meetings - Consultant shall meet with potential utility service providers to discuss issues surrounding service of the PROJECT. The meetings will focus on the availability of wastewater treatment and disposal capacity; operation and maintenance issues of the collection and transmission system; connection and service fees; and other issues that could impact the evaluation. Consultant will provide technical evaluations and advice to ensure that the requirements for treatment, disposal, and collection system operation and maintenance can be met.
  - 4.3 Utility Service Provider Negotiations - Consultant shall assist in facilitating negotiations between COUNTY and the utility service provider to obtain a commitment for service, operation, and maintenance of the wastewater collection and transmission system.
- 5. Data Collection
  - 5.1 Topographic and Property Data - Obtain from COUNTY the most recent available topographic and property data for the project area to be used for the study phase.
    - 5.1.1 Data shall include available maps, plats, GIS mapping, and LIDAR data.
    - 5.1.2 Consultant will prepare a digital file in AutoCAD (v.2004) format to be used for basin delineations, preliminary layout of sewer (and drainage) system, and presentations.
  - 5.2 Preliminary Soils Investigations - Limited soils investigations to determine existing roadway construction materials and characteristics, and to identify the general subsurface soils characteristics. Consultant will obtain representative asphalt corings and soil borings throughout the PROJECT to evaluate the existing asphalt and subsurface conditions. For the purpose of the study phase, it is assumed that 5 asphalt corings, 5 - 15-foot deep auger borings, 5 grain size tests, 8 plasticity tests, and 4 organic tests will be required. A

geotechnical report summarizing the efforts and results of the soils tests will also be provided.

6. Identify and evaluate alternate solutions as may be available for the Project and, after consultation with the County, recommend those solutions which in the Consultant's judgement meet the County's requirements for the Project.
- 6.1 System Evaluation - Identify and evaluate alternative municipal-grade wastewater collection systems for the PROJECT. The evaluation shall include gravity sewer, vacuum sewer, and low-pressure sewer systems, or combinations of these systems to best serve the project area. The evaluation shall analyze system performance capability, operational history, reliability, construction methods and limitations, effect on environment (during and after construction), and impacts to the residents (during and after construction). The evaluation shall also include an Engineer's Estimate of Probable Cost and a discussion of available funding alternatives. This cost estimate shall consider system cost factors, including:
  - Detailed estimate of quantities and materials cost;
  - Construction and O&M costs;
  - Cost of land, easements, rights of way, or compensation for damages to properties;
  - Special conditions;
  - Consultants fees; including the costs of other design professionals, consultants or testing services;
  - Contingencies and other project related costs

A present worth analysis of the cost factors shall be presented in the evaluation.

Consultant shall meet and consult with the COUNTY and the proposed utility service provider to discuss recommended solutions which best meet their requirements for the PROJECT.

7. Prepare a report (the Report) which will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate that the County's requirements will be met. The Report will be accompanied by the Consultant's Opinion of Total Project Costs which will include: Construction Cost; contingencies; cost of land, rights of way or compensation for damages to properties; the Consultant's fees; the costs of other design professionals, consultants or testing services; and for any other project related costs known by the Consultant. The Consultant's Opinion of Probable Cost shall be broken down and of sufficient detail for the County's evaluation and decision process in adjusting the Project scope or extent.
8. Furnish five (5) review copies of the Report to the County within the time period negotiated between Consultant and County for performance of these services. Meet with the COUNTY to discuss and agree upon suggested changes.
9. Revise the Report to incorporate the agreed changes, as appropriate, and furnish five (5) final copies of the revised Report to the County within 14 days of receipt of said instructions.
10. The Consultant's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to the County.

**Scope of Services  
Engineering Design Services  
Municipal Sewer System and Other Improvements  
Killlearn Lakes Units 1 and 2**

ATTACHMENT # 1  
PAGE 13 OF 15

The Consultant's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised report have been delivered to the COUNTY. The scope and fees for completion of the design of the project will be negotiated with the Consultant on the basis of the information developed during this Study and Report Phase. The COUNTY reserves the right to terminate the project on completion of the Study and Report Phase.

- B. Preliminary Design Phase. After acceptance by the County of the revised and final Report, and upon written authorization from the County, the Consultant shall:
1. On the basis of the revised and final Report, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
  2. Continue to assist the County in negotiations with a local utility provider to identify the Provider for the project who will own and operate the completed collection and conveyance system and provide treatment and disposal.
  3. When the Provider has been identified for the project the Consultant will thence forth coordinate design with the Provider to insure that the Provider's design and construction standards are adhered to.
  4. Provide necessary field surveys and topographic and utility mapping for design purposes.
  5. Advise the County if additional reports, data, information or services which are not included in this contract are necessary and assist the County in obtaining such reports, data, information or services.
  6. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to the Total Project Costs known to the Consultant.
  7. Furnish the Preliminary Design Phase documents to and review with the County.
  8. Furnish five (5) final copies of the Preliminary Design Phase documents and the revised opinion of probable Construction Costs to the County within the time period negotiated between Consultant and County for performance of these services.
  9. The Consultant's services under the Preliminary Design Phase will be considered complete on the date when the final copies of the Preliminary Design Phase documents have been delivered to the County.
- C. Final Design Phase. After acceptance by the County of the Preliminary Design Phase documents and the revised opinion of probable Construction Costs, and upon written authorization from the County, the Consultant shall:
1. On the basis of the Preliminary Design Phase documents and the revised opinion of probable Construction Costs, prepare final Drawings and Specifications indicating the scope, extent and character of the Work to be performed and furnished by a Contractor.
  2. Provide technical criteria, written descriptions, and design data for the County's use in filing for applications for permits from or approvals of governmental authorities having jurisdiction to review and approve the final design of the Project and assist the County in consultations with appropriate authorities.

**Scope of Services  
Engineering Design Services  
Municipal Sewer System and Other Improvements  
Killlearn Lakes Units 1 and 2**

ATTACHMENT # 1  
PAGE 14 OF 15

3. Advise the County of any adjustments in the opinion of probable Construction Costs and any adjustments to the Total Project Costs known to the Consultant.
  4. Prepare and furnish Bidding Documents for review and approval by the County, its legal counsel, and other advisors, as appropriate, and assist the County in the preparation of other related documents.
  5. Submit 5 final copies of the Bidding Documents and a revised opinion of probable Construction Costs to the County within the time period negotiated between Consultant and County for performance of these services.
  6. The Consultant's services under the Final Design Phase will be considered complete on the date when the Bidding Documents and a revised opinion of probable Construction Costs have been delivered to the County.
- D. Bidding Phase. After acceptance by the County of the Bidding Documents and a revised opinion of probable Construction Costs, and upon written authorization from the County, the Consultant shall:
1. Assist the County in the County's process for requesting Bids for the project and attend pre-Bid Conferences.
  2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.
  3. Attend the Bid opening, prepare Bid tabulation sheets, and assist the County in evaluating Bids or proposals and in awarding contracts for the Work.
  4. Assist the County in preparing for construction of the Project, provide construction documents, verify that critical field reference points on which the design is based are readily available for construction and attend pre-Construction conferences
  5. The Bidding Phase will be considered complete upon the commencement of Construction.
- E. Construction Phase. The Consultant will not provide full Construction Phase services but will maintain familiarity with the progress of the work sufficient to allow the following services to be rendered. Upon written authorization from the County, the Consultant shall:
1. Make visits to the job site at intervals appropriate to the various stages of construction in order to observe as an experienced and qualified design professional the progress and the quality of the Work. Such visits are not intended to be exhaustive or to extend to every aspect of the Contractor's work but rather are to be limited to spot checking, selective sampling and similar methods of general observation. The Consultant will utilize the information gained to advise the County as to the acceptability of the work observed.
  2. Issue necessary clarifications and interpretations when requested to do so by the County.
  3. Review change orders and advise the County of their acceptability when requested to do so by the County.
  4. Review and indicate the acceptability of shop drawings, proposed substitute materials, test reports, inspection reports or other project related information when asked to do so by the County.

**Scope of Services  
Engineering Design Services  
Municipal Sewer System and Other Improvements  
Killearn Lakes Units 1 and 2**

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ATTACHMENT # 1  
PAGE 15 OF 15

5. Receive and review maintenance and operating instructions, schedules and guarantees for equipment to be incorporated into the Project and advise the County as to their acceptability.
6. Assemble all appropriate maintenance and operating instructions or manuals together with the maintenance schedules and equipment guarantees and submit same to the County at the Final Inspection.
7. Attend formal inspections to generate punch lists of uncompleted work and/or to determine if Substantial Completion or Final Completion have been achieved by the Contractor.
8. The Construction Phase will be considered complete at the conclusion of the Final Inspection for the project.